

<b>WORK SCOPE</b>	<b>POTENTIAL SUBCONTRACTORS</b>
Built-Up Roofing	Denard & Moore Construction Cyclone Roofing CFE, Inc Radco Construction Services, Inc. Building Technicians Corp. Hamlin Roofing Co.
Specialty Coatings	Atlantic Scaffolding Co Carolina Painting G. C. Zarnas and Co., Inc. Insulation, Inc MPCA, Inc. Mansfield Industrial Coatings SIPCO Surface Protection Avalotis Corporation Thompson Industrial
Fire Protection/ Sprinklers	Borton, LC F.E. Moran, Inc. Special Hazard Systems Hagemeyer North America, Inc. Industrial Piping, Inc Performance Fire Protection Southeastern Fire Control Superior Automatic Fire Equipment, Inc. VFP Fire Systems, Inc. Simplex Grinnell LP
Fire Alarm & Detection System	Intech Fire & Security Port City Fire Protection McCarter Electric FE Moran Simplex Grinnell LP
Fireproofing	API Construction Company Atlantic Scaffolding Co Basic Industries, Inc. C L Coatings, LLC Clayton Coatings, Inc. Insulation, Inc Petrochem Insulation, Inc. Shared Systems Technology, Inc SIPCO Surface Protection VersiTech Inc.
Containment Erection	CBI, Inc. Doosan/Burns&Roe
Pipe & Equipment Insulation	Shook & Fletcher

<b>WORK SCOPE</b>	<b>POTENTIAL SUBCONTRACTORS</b>
Concrete Batch Plant Furnish & Erect	National Concrete U.S. Concrete Vince Hagen (Operate also & supply concrete) Baker Concrete
Concrete Supply & Pumping	Baker Concrete CEMEX Wellington Hamrick, Inc Champion, Inc Thomas Concrete MacLeod Construction Concrete Supply, Inc Burgess Brogdon KIEWIT
Elevators	Alimak Hek Schindler Elevator Otis Elevator Company ThyssenKrupp Elevator Dover Elevator
Piping (Supplier)	Shaw Fabricators
Module Fabrication	Shaw Global KIEWIT
Instrumentation	Johnson Controls
Janitorial Services	LOCAL General Services Contractor
Construction Security	Allied Security Burns Security Pinkerton American Citadel Guard Wackenhut Corporation
Construction Fencing	Gaston Fence Co., Inc Wilson Fence Company, Inc. Bagwell Fence Co
Waste Management Services	Porta-let
DEWATERING Services	TBD
Total Site Development	KIEWIT Zachry
Off-critical path BOP electrical/mechanical	KIEWIT Zachry
Turbine Island	KIEWIT Zachry
Major Heavy Civil-Rebar, Formwork, Concrete Placement	KIEWIT Zachry

**EXHIBIT Q**  
**Equipment With Owner-Designated Witness And Hold Points**

**Potential Components to be Supplied**

Steam Generators

Reactor Vessel

Reactor Vessel Head

Main Turbine and Generator

Pressurizer

Reactor Coolant Pumps

Control Rod Drive Mechanisms

Reactor Coolant Piping

Core Makeup Tanks

**Supplier**Doosan Heavy Industries &  
Construction Co., Ltd.Doosan Heavy Industries &  
Construction Co., Ltd.Doosan Heavy Industries &  
Construction Co., Ltd.

Toshiba

Ansaldo Camozzi

Curtiss-Wright Electro-Mechanical  
DivisionCurtiss-Wright Electro-Mechanical  
Division

Tioga Pipe Supply

IHI Corporation

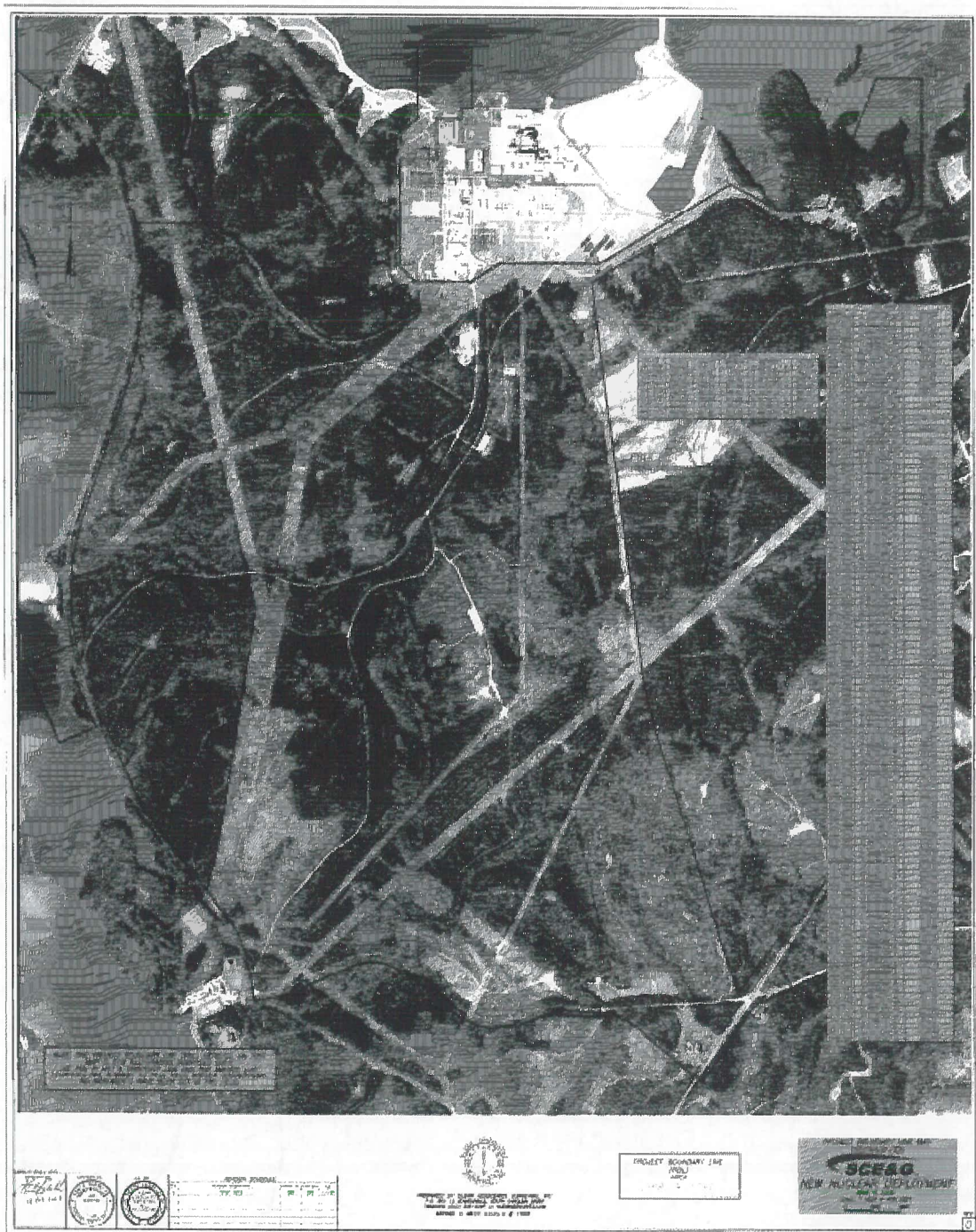
**EXHIBIT R**  
**Description Of Site**

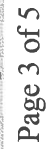
The Units will be located on the property owned by SCE&G south of the existing VC Summer Unit 1. The Site is located in Jenkinsville, South Carolina.

The Site Boundary and Site plan drawings are provided in Figures attached.

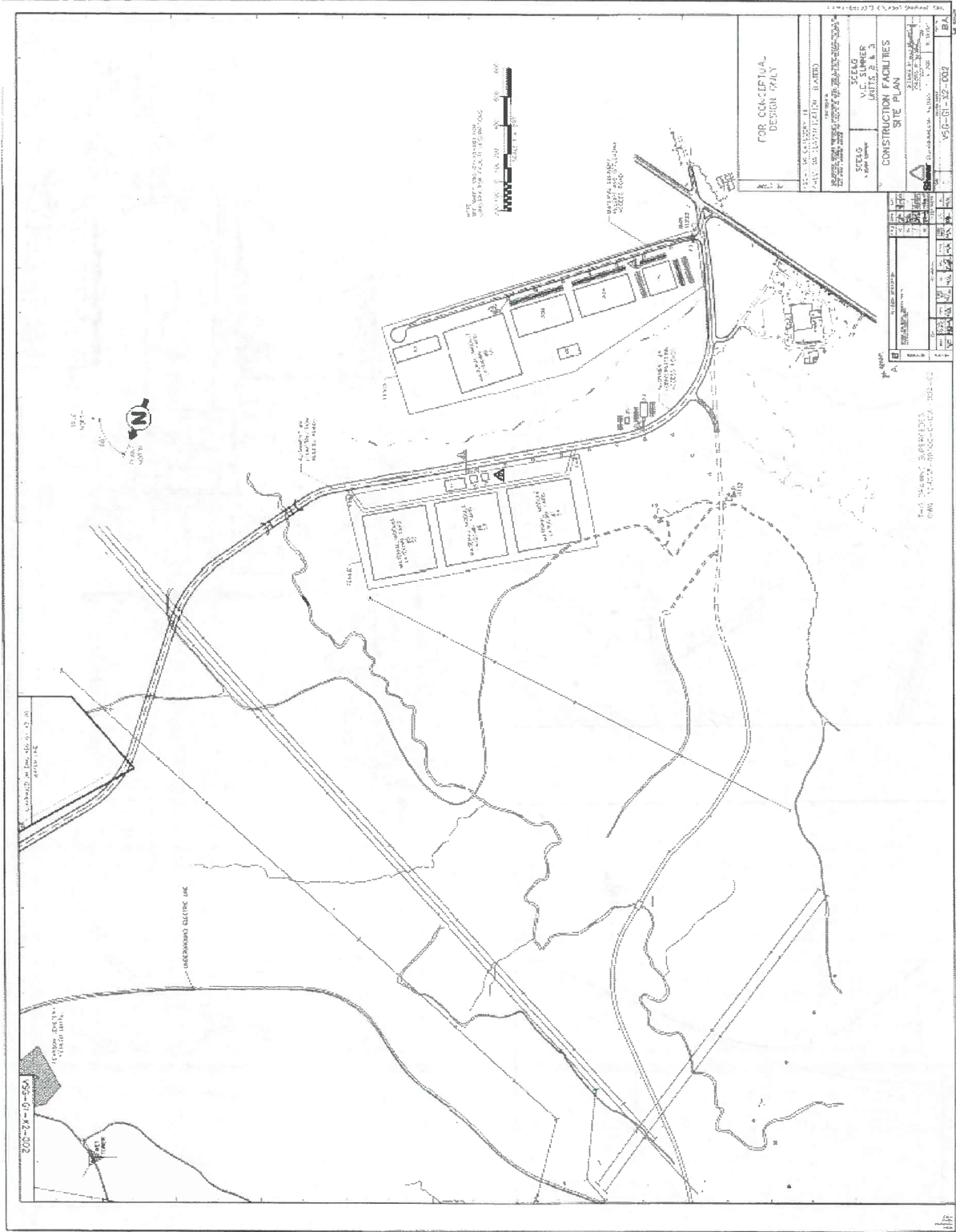


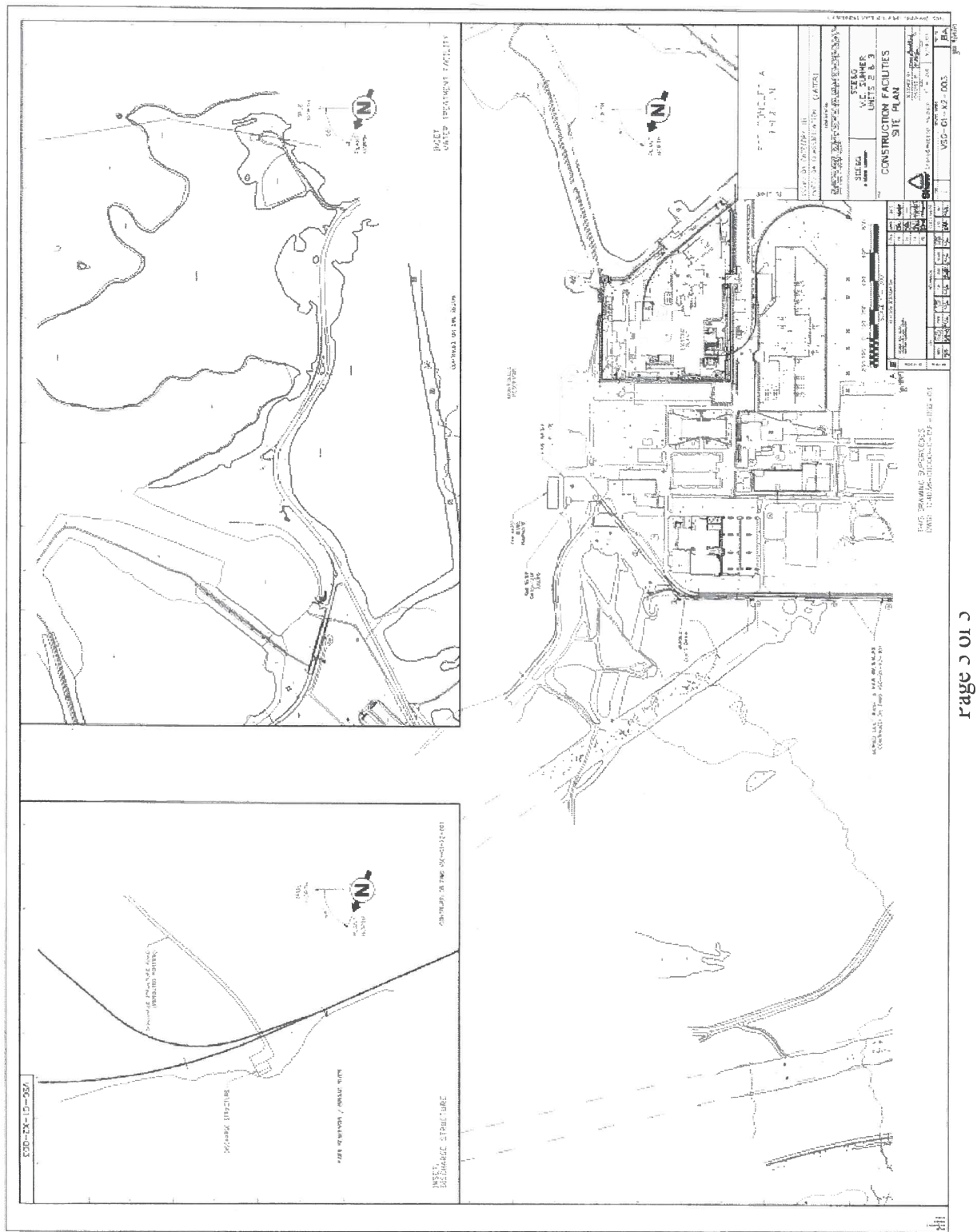
V.C. Summer Unit 2 and 3 Site Boundary













**EXHIBIT S**  
**EEO and Small Business Regulations**

To the extent required by applicable Laws, all government regulations concerning equal employment, affirmative action and the utilization of small, small disadvantaged and women-owned businesses are incorporated into this Agreement by reference, including but not limited to, the following federal regulations, executive orders, and the statutory authority for these regulations as referenced in the regulations:

**If this Agreement (together with other contracts with Contractor) is in the amount of \$10,000.00 or more and not otherwise exempt:**

1. 41 C.F.R. § 60-1.4(a), Equal Opportunity Clause, 48 C.F.R. § 52.222-26; 48 C.F.R. § 52.222-21, Prohibition of Segregated Facilities.
2. 41 C.F.R. § 60-741.4, Section 503 of the Rehabilitation Act of 1973 and 41 C.F.R. § 60-741.5(a), Equal Opportunity for Workers with Disabilities; 48 C.F.R. § 52.222-36.

**If this Agreement (together with other contracts with Contractor) is in the amount of \$25,000 or more and not otherwise exempt:**

1. 41 C.F.R. § 60-250.5(a), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, Recently Separated Veterans, and Other Protected Veterans; 48 C.F.R. § 52.222-35.

**If Contractor has 50 or more employees and if this Agreement is an amount of \$50,000 or more and is not otherwise exempt:**

1. 48 C.F.R. § 22.804-1, Affirmative Action Programs; 48 C.F.R. § 52.222-25, Affirmative Action Compliance.

**If this Agreement is in an amount that may exceed \$550,000.00 and is not otherwise exempt:**

1. 48 C.F.R. § 52.219-8, Utilization of Small Business Concerns.
2. 48 C.F.R. § 52.219-9, Small Business and Small Disadvantaged and Women-Owned Small Business Subcontracting Plan Clause.
3. Contractor shall provide Owner with an aggressive Commercial Plan that meets both the spirit and intent of Title 48 of the C.F.R., while saving Owner some of the administrative costs associated with the full implementation of a Small Business Subcontracting Plan per 48 C.F.R. § 52.219.9.

**To the extent required by law, executive order or regulation:**

1. 29 C.F.R. Part 1625, Executive Order 11141 (Discrimination on the Basis of Age), Public Law 90-202 (Age Discrimination in Employment Act of 1967) and the Age Discrimination in Employment Act.

Contractor and its Subcontractors hereunder by virtue of any or all of the above-referenced statutory, regulatory, or executive order requirement, or other requirements, may be required to comply with certain record keeping, reporting or affirmative action requirements, and those requirements are incorporated herein by reference. It shall be the obligation of Contractor and its Subcontractors to make themselves aware of and to understand the legislative, executive, and regulatory requirements that apply to their performance of obligations under this Agreement. Failure to do so shall not excuse their application to this Agreement.

**EXHIBIT T**  
**[Not Used]**

**EXHIBIT U**  
**Owner Controlled Insurance Program (OCIP) Description And Terms**

Capitalized terms used herein and not otherwise defined herein have the meanings assigned to such terms in the Agreement to which this Exhibit U is appended.

Owner has the option of implementing an Owner Controlled Insurance Program (“OCIP”) for Phase II. At least six (6) months prior to the beginning of Phase II, Contractor shall complete and provide to Owner an Insurance Premium Worksheet (the “Insurance Premium Worksheet”) in a form provided by Owner. The Insurance Premium Worksheet will require Contractor to disclose its estimated costs and markups for insurance. Owner will utilize the contents of this Insurance Premium Worksheet to decide whether or not to implement the OCIP. Owner may review the Insurance Premium Worksheet with third party insurance brokers who are not competitors of the Contractor subject to Section 19.2(c), and Contractor agrees to cooperate with such review. Owner will notify Contractor at least three (3) months prior to start of Phase II if Owner will not exercise this option. If such notice is not received by such date, Owner shall be deemed to have exercised such option. Should Owner elect not to implement the OCIP, Contractor will provide either a CCIP program or a standard insurance program consistent with the insurance coverages required by Section 16.2 of the Agreement, in either case, on a Time and Material Basis.

Owner will, through the OCIP, procure and maintain at all times, starting on the first day of Phase II and continuing during the performance of the Agreement, unless canceled as noted herein, and for such extension periods for completed operations, at its own expense, Workers' Compensation and Employer's Liability, Commercial General Liability, and Umbrella/Excess Liability insurance coverages. The deductibles under the OCIP shall be the responsibility of Owner. If an OCIP is implemented by Owner, then Contractor and all applicable Subcontractors will be required to participate as further described in this Exhibit.

**Enrolled Parties:** “Enrolled Parties” will consist of (a) Contractor and Subcontractors whose principal place of performance of the Work is on the Site; provided that the cost of the Work to be performed by Contractor or any such Subcontractor exceeds an amount designated by Owner and (b) such other persons or entities as Owner may designate who perform direct labor at the Site or sites incidental to the Work. Owner may also elect to cover its architects, engineers and consultants. Temporary labor services and leasing companies are also included within this definition.

While the OCIP is intended to provide coverage for the Site, the OCIP is not intended to meet all of the Enrolled Parties' insurance needs. The insurance described in the “*Insurance Provided by the Owner*” section herein will not apply with respect to Contractor or Subcontractors who are not enrolled in accordance with the provisions herein. The OCIP does not provide coverage for Automobile Liability, Contractor's Equipment or Performance Bonds. Enrolled Parties will be responsible for procuring and maintaining, at their own expense (except to the extent otherwise provided herein on a Time and Materials Basis or Target Price Basis) throughout the term of the Agreement, the insurance for offsite operations described in the “*Insurance Required of Enrolled Parties*” section herein. Notwithstanding the foregoing, Parties will determine those Subcontractors that are not required to procure and maintain, at their own expense, coverage in



accordance with the requirements as outlined in the “*Insurance Required of Enrolled Parties*” section of this Exhibit.

Contractor will be responsible for requiring that a Subcontractor who is not an Enrolled Party, procure and maintain during the term of this Agreement the insurance coverages required under “*Insurance Requirements of Excluded Parties*” section herein, unless waived by Contractor consistent with its normal practices. Should Contractor waive such insurance requirements of any Subcontractor, Contractor assumes the responsibility for any loss to Owner which would have been covered by such required insurance coverages had the Subcontractor maintained such required coverages.

### **Owner’s Insurance Obligations; Enrolled Party’s Obligations**

Owner assumes no obligation to provide insurance other than that contemplated under the OCIP, including the Project Insurance Manual (described below), the builder’s all risk insurance, nuclear liability coverage, nuclear operating property insurances, and any other coverages which Owner is required to provide hereunder. Any type of insurance coverage or limits of liability (a) which are not provided by (i) the OCIP or (ii) Owner’s or Contractor’s other coverages provided under this Agreement and required to be carried hereunder and (b) which any Enrolled Party desires for its own protection will be its sole responsibility and expense and will not be billed to Owner.

***Excluded Parties:*** Owner anticipates that the following types of Subcontractor and other participants and/or activities (“Excluded Parties”) will not be enrolled in or covered by the OCIP program: Offsite fabricators and fabrication, vendors, suppliers (not performing or subcontracting installation), material dealers, offsite guards and guard services, offsite janitorial services, offsite cranes, crane operations, and crane operators, offsite demolition, offsite blasting, truckers (trucking to the Site where delivery is the only scope of Work to be performed), offsite asbestos abatement (if any), or other hazardous waste handling and/or removal, Subcontractors and others whose sole function is to transport, pickup, deliver or carry materials, supplies, tools equipment, parts or other items to or from the Site, or who do not perform any actual onsite labor. Any other entity or activity specifically determined by Owner, at the time of enrollment application, to be excluded will not be covered by insurance purchased by Owner through the OCIP except under Owner approved exceptions.

Unless specifically approved by Owner in writing, the policies set forth in the “*Insurance Provided by the Owner*” section herein will cover only those operations of the Enrolled Parties performed in connection with the Work at the Site.

Coverage under the OCIP will remain in force through Substantial Completion of the Work including punch list Work, but will not include call back and Work required by the Warranties after Substantial Completion. Should the coverage be cancelled prior to Substantial Completion by the Owner, coverage will revert back to that stated in the “*Insurance Required of Enrolled Parties*” section herein. Such coverages shall be provided at Owner’s cost.

### **Owner's Election To Discontinue OCIP Coverage**

If Owner, for any reason, is unable to furnish coverage, elects to discontinue the OCIP, modifies the limits of liability provided in the OCIP, or requests that an Enrolled Party withdraw from the OCIP, then, upon thirty (30) days written notice from Owner, the Enrolled Party specified by Owner in such notice, will obtain at Owner's expense, and thereafter maintain during the performance of the Work, all (or a portion thereof as specified by Owner) of the insurance required to be provided hereunder, and Owner will thereafter no longer be obligated to furnish all or a part of such insurance through the OCIP. The form, content, limits of liability and cost of such insurance and the insurer issuing such insurance secured by the Enrolled Party pursuant to the provisions of this section will be subject to the Owner's approval, after consultation with Contractor.

Prior to the termination of the OCIP, Contractor will complete a new Insurance Premium Worksheet. Owner may utilize the contents of this Insurance Premium Worksheet to decide whether to discontinue the OCIP. The Insurance Premium Worksheet will require Contractor to disclose its estimated costs and markups for insurance. Owner may review the Insurance Premium Worksheet with third party consultants, and Contractor agrees to cooperate with such review. Should Owner elect to discontinue the OCIP, Contractor will provide a CCIP program or the insurance coverages required by Section 16.2 of the Agreement on a Time and Material Basis, which amounts will be paid by Owner.

### **Limits of Liability**

The furnishing of said insurance by Owner will in no way relieve, or limit or be construed to relieve, or limit Contractor and/or Subcontractors of any responsibility or obligation whatsoever otherwise imposed by the Agreement and this Exhibit.

### **Insurance Provided By The Owner**

Participation in this OCIP is mandatory for designated Subcontractors but not automatic. The OCIP will provide the Enrolled Party with insurance described in this section.

Owner will provide each Enrolled Party in the OCIP a Project Insurance Manual, which will include a summary of the insurance coverage, loss control procedures and claim procedures, as well as enrollment forms and reporting requirements for the OCIP. The Enrolled Party will use and comply with the requirements contained in said manual. In addition, Owner shall provide a copy (or if the policy does not yet exist, a summary) of all such OCIP policies for Contractor's review at the Site and approval by Contractor (which approval will not be unreasonably withheld or delayed) prior to the placement of such coverage.

**Workers' Compensation Insurance** - Statutory Limits of the Workers' Compensation Laws of the State of South Carolina with Coverage B - Employer's Liability (with limits of \$1,000,000 each accident for Bodily Injury by accident, \$1,000,000 each employee for Bodily Injury by disease and

\$1,000,000 policy limit Bodily Injury by disease), covering operations of the Enrolled Party performed on or incidental to Work at the Site.

**Commercial General Liability Insurance - (Excluding Automobile and Professional Liability but including Products Liability)** in form providing coverage not less than a Commercial General Liability insurance policy, including hazards of explosion, collapse, underground, independent contractor(s), Enrolled Parties and their employees as additional insureds, completed operations for a minimum of five (5) years after Substantial Completion of the Work, broad form contractual liability coverage and personal injury liability coverage for claims arising out of the Work for personal injury, bodily injury and property damage in policy or policies of insurance such that the total available limits, reinstated annually to all insureds combined will not be less than \$2,000,000 per occurrence, \$2,000,000 personal and advertising injury aggregate, \$4,000,000 general aggregate.

Coverage will apply only to Work performed at the Site. Such insurance will not include coverage for products liability for any product(s) manufactured, assembled, or otherwise worked upon away from the Site for any Enrolled Party or Excluded Party performing such offsite work.

**Umbrella/Excess Liability Insurance** - Having limits of \$100,000,000 per occurrence / general aggregate, covering the interests of all Enrolled Parties with the following coverages.

***Primary And Non-Contributory:*** All such OCIP policies shall include the Enrolled Parties and their employees, and cover the Enrolled Parties' liability. Workers' Compensation and Employer's Liability insurance is primary and non-contributory with respect to any persons (other than Owner's employees) covered by such insurance. Commercial General Liability, and Umbrella/Excess insurance is primary insurance and non-contributory with any other insurance carried by Enrolled Parties.

***Assignment:*** In consideration of Owner purchasing OCIP insurance as stated above, the Enrolled Parties will assign to Owner all return premiums, premium refunds, dividends and other monies due or to become due under the insurance which Owner provides under the OCIP, all of which will inure to the benefit of the OCIP. The Enrolled Parties will execute such further documentation as may be required by Owner to effect this assignment. Contractor will not charge the Owner either directly or in its markups any premiums for duplicate insurance coverages.

***Waiver Of Subrogation Rights:*** The Enrolled Parties and Owner each on their own behalf and on behalf of anyone claiming by, through or under them, whether by way of subrogation or otherwise, hereby waive any and all subrogation rights which they may now or hereafter have against each other and their Affiliates, as well as the successors and assigns of each, in connection with the performance of the Work, to the extent such subrogation rights are not the result of any intentional wrongful (i) act or (ii) omission of the party causing such loss and are covered losses under the insurance provided hereunder. In addition, the Owner hereby waives any and all rights of recovery for any deductibles under any of the OCIP insurances, howsoever such claim arises, including fault, negligence or strict liability.



## **Enrolled Parties' Responsibilities**

### ***Contract Insurance Cost***

Failure of Enrolled Parties to enforce the enrollment of all applicable Subcontractors does not relieve the Enrolled Parties of the financial responsibility for their Subcontractors' insurance deductions. Owner maintains the right to pursue insurance deductions for all applicable Subcontractors through Contractor. Upon completion of Work, or on policy expiration, Owner's insurance carriers have the right to audit payroll records for the sole purpose of pursuing such insurance deductions.

Costs for overlapping insurance coverage maintained by Enrolled Parties will not be reimbursable. All change orders, except deductive change orders for insurance costs, will be submitted net of insurance, and labor rates will be appropriately reduced.

Each Enrolled Party (other than the Contractor and its Affiliate Subcontractors) will be required to identify the total cost of first dollar Workers' Compensation, Commercial General Liability and Umbrella/Excess Liability insurance that it proposes to charge for its proposed scope of Work, regardless of the risk financing technique which that Enrolled Party employs for its Workers' Compensation and General Liability exposures, including but not limited to insurance premiums, expected losses with any retention or deductible amount, loss handling expenses and administrative expenses. In calculating insurance costs, the Enrolled Parties shall use the Workers' Compensation, General Liability and Umbrella/Excess Liability limits as described in the "*Insurance Required of Enrolled Parties*" section herein if they were required to provide the coverages and limits of liability for onsite Work.

If the Enrolled Party carries a deductible under any of its policies, then the following may be requested by Owner:

- Three (3) years of loss history for all entities that retain losses. Paid, outstanding and total incurred losses must be evidenced by policy period.
- Three (3) years of payroll history for all entities

The Enrolled Parties will complete and submit the Insurance Premium Worksheet, including the supporting documents (copies of the policy declaration page and policy rate pages or Deductible Agreement pages if on a large deductible program) to Owner. The Enrolled Parties will warrant that all insurance premium calculations have been correctly identified.

If Contractor has not yet identified all of its Subcontractors or does not have the insurance cost for its Subcontractors, Contractor must include the basis for its premium estimate. A separate Insurance Premium Worksheet must be completed for each Enrolled Party and must be sent to Owner.

If any Enrolled Party does not provide Owner with information sufficient to allow verification of the applicable insurance cost, Owner may independently calculate an appropriate insurance cost based on undiscounted or "manual" rates.



**Warranty Statement:** The Enrolled Parties will provide and warrant the accuracy of the information provided on the Insurance Premium Worksheet and Enrollment Package, including the supporting documents (copies of the policy declaration page and policy rate pages or Deductible Agreement pages if on a large deductible program or a letter from the insurance carrier evidencing the deductible rate and loss content rate) and/or any change order forms and agree that Owner and/or the OCIP insurance companies may, but are not required to, audit the Contractor's and/or Subcontractors records to confirm the accuracy for any and all allowable insurance credits. The Enrolled Parties agree and warrant that the Owner is entitled to and may collect additional insurance costs as may be developed as a result of said audits and/or changes/change orders as may be agreed to in connection with the Work. The Enrolled Parties which are signatories to the Agreement agree to make available for review insurance records, policies, declaration pages of policies, certificates of self-insurance and such other documents as may be reasonably requested in connection with the insurances required to be provided in the Agreement in order to respond appropriately to claims against Owner. Such information shall only be made available at the Enrolled Party's home office.

**Application For Insurance:** The Enrolled Parties will complete an Enrollment Application when requested by Owner as a condition to Owner providing the insurance coverage described in the *"Insurance Provided by the Owner"* section herein. In addition, the Enrolled Parties will cooperate with Owner regarding such application. A Project Insurance Manual will be distributed to the Enrolled Parties in accordance with this Exhibit. This manual will describe the procedures to be followed by the Enrolled Parties for enrolling in and complying with the OCIP. The Enrolled Parties will complete the Enrollment Application and other such forms contained in the Enrollment Package as applicable, as well as complete the monthly payroll reporting form and follow the procedures as outlined in the Project Insurance Manual. This payroll information shall only be used for OCIP purposes and made available only to personnel administrating the OCIP. The Enrolled Parties will include these insurance specifications in each of its contracts with Subcontractors providing Work at the Site and will ensure that such Subcontractors receive the Project Insurance Manual, enroll in the OCIP, and comply with the OCIP procedures.

**Cooperation:** The Enrolled Parties will:

1. Furnish to Owner, its insurance representatives or the insurance company reasonable information and documentation which the OCIP may require in connection with the issuance of any policies, in such form and substance as Owner or its designee may require.
2. Furnish to Owner, its insurance representative or the insurance company, onsite payroll reports on the form as required and described in the Project Insurance Manual by the 15th of the following month for the prior month (including months with no payroll).
3. Permit Owner, its insurance representative and/or the insurance company to audit the Enrolled Parties' books and records and provide documentation as may be required to assure accuracy of those payroll reports. The Enrolled Parties agree that their failure to submit documents as required may result in withholding progress payments until said payroll reports are received by Owner or its designee.

4. Promptly comply with the reasonable requirements, obligations and recommendations of Owner, its insurance representative or insurance company so that the OCIP may be properly administered and so that the insurance companies will continue to provide the coverage as specified in this Exhibit under the OCIP.
5. The Enrolled Parties will provide Owner and Owner's representative with reasonable information necessary for the issuance of said policies and will maintain and make available to the insurance companies payroll records and such other records relating to the Work as may be necessary for the proper computation of the insurance premiums.
6. The Enrolled Parties will cooperate with Owner with regard to administration and operation of the OCIP. The Enrolled Parties' responsibilities will include, but are not limited to: operations and insurance information; inclusion of OCIP provisions in all applicable Subcontracts; notification to Owner's representative of all applicable subcontracts awarded; maintenance and provision of monthly payroll records and such other records as necessary for premium computation; compliance with applicable loss control (safety) and claims reporting procedures; maintenance of an OSHA Log to be provided monthly to Owner and/or Owner's representative.

### **Insurance Required of Enrolled Parties**

The OCIP provides coverage for Work at the Site only.

Insurance for the Work performed by Enrolled Parties away from the Site include the following coverage as further described below:

Workers' Compensation and Employer's Liability Insurance  
Commercial General Liability Insurance  
Commercial Automobile Liability Insurance

The Enrolled Parties will provide and maintain the types of insurance described below in a company or companies legally authorized to transact insurance business in the State of South Carolina. All insurers will be rated at least A- VII in the current A.M. Best ratings or must be otherwise acceptable to Owner. The Enrolled Parties will maintain the specified insurance coverage until all obligations under the Agreement are satisfied but in no event later than the end of the Warranty Period.

**Workers' Compensation and Employer's Liability:** The Enrolled Parties will maintain Statutory Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over its employees while engaged in the performance of the Work at locations other than those described as the Site. This insurance will also cover any Enrolled Parties' employees working away from the Site and coming on the Site after Substantial Completion and Subcontractors' employees after each Subcontractor has finally performed its contract. The limits of Employer's Liability are as follows:

Workers' Compensation coverage will comply with the statutory limits of the State of South Carolina, and will provide for Employers Liability insurance with limits as follows:

\$1,000,000 bodily injury by accident for each person

\$1,000,000 bodily injury by disease for each person

\$1,000,000 bodily injury by disease—policy limit

**Commercial General Liability:** The Enrolled Parties will maintain insurance for premises and operations away from the Site of the Enrolled Parties (including products liability for any product manufactured, assembled or otherwise worked upon away from the Site) in a form providing coverage consistent with that of Commercial General Liability insurance policy ("Occurrence Form") for operations of the party required to furnish same, including hazards of elevators, independent contractors, products and completed operations, with contractual liability and personal advertising injury liability coverage for claims arising out of the Work hereunder for personal injury, bodily injury and property damage in policy or policies of insurance such that the total available limits combined will be at least:

\$1,000,000 per occurrence, \$1,000,000 personal and advertising injury aggregate, and \$2,000,000 general aggregate limit.

Any deductibles in place will be the responsibility of the Enrolled Parties as respects to offsite activities.

**Commercial Automobile Liability:** The Enrolled Parties will maintain insurance covering all owned, hired, borrowed, leased, or non-owned automobiles. Such insurance will provide coverage not less than that of the Commercial Automobile Liability policy in limits not less than:

\$1,000,000 Combined Single Limit for each occurrence for Bodily Injury and Property Damage. Contractual Liability, if not provided in the policy form, is to be provided by endorsement.

Deductibles will be the responsibility of Contractor with respect to offsite automobile activities.

**Contractor's Equipment:** The Enrolled Parties are responsible for their construction tools and equipment, including but not limited to construction trailers and their contents, and temporary scaffolding, whether owned, leased, rented, borrowed or used at the Site; and the Enrolled Parties agree that Owner will not be responsible for any loss or damage to its tools and equipment. If insured, the Enrolled Parties' insurance policy covering tools and equipment will include a waiver of subrogation in favor of the Owner. If uninsured, the Enrolled Parties will release the Owner for loss or damage to their tools and equipment.

**Additional Insureds:** Each policy required (except Workers' Compensation) will name as additional insured the Owner, the Owner's representatives, their respective parent companies, their subsidiaries, related and affiliated companies of each and the officers, directors, agents, employees and assigns of each. General Liability coverage maintained by Contractor and all Subcontractors shall contain an additional insured endorsement pursuant to Section 16.3 of the



Agreement. Products and Completed Operations coverage shall be maintained for five (5) years after Substantial Completion.

***Waiver Of Subrogation:*** The Enrolled Parties and their respective insurers providing the required coverage as indicated in Workers' Compensation and Commercial General Liability, Umbrella/Excess Liability or any required coverages, will waive all rights of subrogation against the Owner, its Affiliates, and their agents, officials, and employees.

Each Enrolled Party will pay all insurance premiums for such insurance, including any charges for required waivers of subrogation or the endorsement of additional insureds.

***Primary And Non-Contributory:*** Liability and Workers' Compensation Insurance coverage for Work AWAY FROM THE SITE required of the Enrolled Parties is primary and non-contributory.

***Certificates of Insurance:*** The Enrolled Parties and Excluded Parties will provide certificates of insurance to Owner as evidence that policies specified in this section providing the required coverage, conditions, and limits are in full force and effect.

***Notice of Cancellation:*** All insurance policies and certificates of insurance will include a requirement providing for thirty (30) days prior written notice to Owner of any cancellation or reduction of coverage. If any such notice is given, Owner will have the right to require that a substitute policy be obtained prior to said cancellation with appropriate evidence thereof at the discretion of Owner. The Enrolled Parties and Excluded Parties will immediately notify Owner and will cease operations on the occurrence of any such cancellation or reduction and will not resume operations until the required insurance is in force and new certificates of insurance have been filed with Owner.

### **Insurance Requirements of Excluded Parties**

Excluded Parties performing Work will obtain and maintain, and will require each of their excluded Subcontractors to obtain and maintain, the insurance coverage specified in Article 16 of the Agreement, unless such coverage is waived by Contractor consistent with its practices. Should Contractor waive such insurance requirements of any Subcontractor, Contractor assumes the responsibility for any loss to Owner which would have been covered by such required insurance coverages had the Subcontractor maintained such required coverages.



**EXHIBIT V**  
**Limited Agency Agreement**

THIS LIMITED AGENCY AGREEMENT (“Agreement”), dated as of \_\_\_\_\_, is entered into by and between SOUTH CAROLINA PUBLIC SERVICE AUTHORITY (“Principal”), a public power system owned by the State of South Carolina, and SOUTH CAROLINA ELECTRIC & GAS COMPANY (“Agent”), a corporation duly organized under the laws of the State of South Carolina, (Principal and Agent may be referred to individually as a “Party” and collectively as the “Parties”).

**WHEREAS**, Principal and Agent wish to collaborate jointly in the financing, design, construction, operation, and decommissioning of a new advanced design light water nuclear-powered electric generating facility (the “Project”);

**WHEREAS**, in connection with the Project, the Parties intend to enter into a Permanent Design and Construction Agreement and a Permanent Operating and Decommissioning Agreement that shall set forth the terms and conditions that shall govern the Parties’ participation in the Project; and

**WHEREAS**, until such time as the Permanent Design and Construction Agreement and Permanent Operating and Decommissioning Agreement are negotiated, executed and delivered by the Parties, the rights and obligations of the Parties to each other in connection with the Project shall be governed by that certain Bridge Agreement between Principal and Agent, dated October 30, 2006, and as further amended from time to time (the “Bridge Agreement”);

**WHEREAS**, Sections 6.1 and 8.3 of the Bridge Agreement contemplate that the Parties may enter into one or more limited agency agreements in connection with certain Project-related third party agreements, including but not limited to the Engineering, Procurement and Construction Agreement (the “EPC Contract”) for up to two AP1000 nuclear power plant with Westinghouse Electric Company LLC and Stone & Webster, Inc. (collectively, “Westinghouse”), attached hereto as Exhibit A; and

**WHEREAS**, Principal and Agent desire to enter into such a limited agency agreement and Principal wishes to appoint Agent to act as agent on Principal’s behalf in connection with the negotiation, execution and performance of the EPC Contract, subject to certain limitations set forth herein, and Agent is willing to accept such limited agency appointment;

**NOW, THEREFORE**, in consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Limited Agency Appointment. Pursuant to the terms of this Agreement and subject to the limitations set forth in Paragraph 2 of this Agreement, Principal hereby appoints and grants a limited agency authorization to Agent, and Agent hereby accepts such limited agency appointment and agrees to act on behalf of the Principal, with regard to the negotiation, execution and performance of the EPC Contract.

2. Limitations on Agency Appointment. Agent's authorization to act on behalf of Principal with respect to the EPC Contract shall be limited to the negotiation, execution and performance of the obligations of the Owner (as such term is defined in the EPC Contract) and enforcement of the rights of such Owner under the EPC Contract; *provided, however*, that Agent shall not, without the prior written consent of Principal, which consent may be withheld in Principal's sole discretion, do or permit to be done any of the following:

	Agency Limitation	EPC Contract Section Reference
(a)	Agree upon a definitive contract price	N/A
(b)	Execute the EPC Contract	N/A
(c)	Issue a Full Notice to Proceed	3.2(b)
(d)	Terminate Second Unit	3.3(b)
(e)	With respect to any Major Subcontract under Section 3.7, Agent shall not (i) participate in any claim, action or proceeding; (ii) cure any default; (iii) consent to termination, assignment or modification; or (iv) assume or enter into any Major Subcontract in the event of Contractor's bankruptcy or insolvency	3.7
(f)	Substantial Completion	8.2
(g)	Approve payment of Final Payment	8.3
(h)	Approve substitute form of security or lower bond amount for Stone & Webster and/or Westinghouse	8.6(b) and 8.6(c)
(i)	Agree to any Change Order that increases the overall costs incurred under the EPC Contract by \$1M or more, or along with all prior Change Orders issued under the EPC extends the Project Schedule for 3 months or more beyond the Substantial Completion Date.	9.2, 9.4
(j)	Suspend the EPC Contract for Owner's Convenience	22.1
(k)	Terminate the EPC Contract for Cause	22.2
(l)	Elect to take over the Project upon Owner's Termination for Cause	22.2(c)

(m)	Terminate the EPC Contract for Owner's Convenience	22.3
(n)	Terminate for failure to obtain regulatory approvals	22.4
(o)	File a Claim, initiate the dispute resolution process, or initiate or defend a lawsuit involving a third party in connection with the EPC Contract	27
(p)	Consent to entry of any judgment or award in a disputed matter in connection with the EPC Contract or enter into any settlement or compromise of a dispute in connection with the EPC Contract	N/A
(q)	Consent to an assignment of the EPC Contract	29
(r)	Materially amend, modify or supplement the EPC Contract	31

### 3. Term and Termination.

(a) This Agreement shall remain in full force and effect beginning on the first date specified above and continuing thereafter until February 1, 2019, unless renewed by the Parties in writing on a year-to-year basis no less than thirty (30) days prior to the expiration of the initial term or any subsequent renewal term, or upon the occurrence of one of the following: (i) the Project begins commercial operations; (ii) the Principal or Agent terminate their participation in the Project, with or without cause; *provided, however*, that each Party must provide to the other Party written notice at least sixty (60) days prior to any such abandonment of the Project and, in the event that the Project is abandoned by one Party but not the other, the abandoning Party shall use commercially reasonable efforts to facilitate the transfer of its obligations hereunder to the other Party or to any other entity designated or appointed by the other Party to assume the abandoning Party's obligations hereunder; or (iii) by written mutual agreement of the Parties.

(b) The rights and obligations of the Parties for indemnification for acts or omissions occurring prior to the termination shall survive any termination of this Agreement.

(c) Agent's obligations under any third party agreements entered into prior to the termination of this Agreement would survive such termination and remain binding on Agent.

4. Representations and Warranties. Each Party represents and warrants to the other Party that, as of the date first stated above:

(a) It is duly organized, validly existing and in good standing under the applicable laws of the jurisdiction of its organization and is qualified to do business in all jurisdictions necessary to perform this Agreement;

(b) It has the power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement and has taken all necessary corporate and/or other actions to authorize such execution, delivery and performance;

(c) Its execution and delivery and performance of its obligations under this Agreement do not violate or conflict with: (i) any laws applicable to it; (ii) any provision of its charter or by-laws or comparable constituent documents Agreement; (iii) any order or judgment of any court of governmental authority applicable to it or any of its assets; or (iv) any contractual restriction binding on or affecting it or any of its assets;

(d) This Agreement has been duly executed and delivered by the Party and constitutes its legal, valid, and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law); and

(e) Except as otherwise permitted herein, it has neither initiated nor received written notice of any pending action, proceeding, or investigation, nor to its knowledge is any such action, proceeding, or investigation threatened (or any basis therefore known to it), which questions the validity of this Agreement, or which would materially or adversely affect its rights or obligations under this Agreement.

5. Expenses and Audit Rights. Expenses of the Parties and audits rights in connection with this Agreement (including without limitation, funding required under the EPC Contract) shall be handled in accordance with Article V of the Bridge Agreement.

6. Access to Information; Reporting Obligations.

(a) No less frequently than monthly (or more frequently as circumstances reasonably warrant), Agent, to the best of its knowledge, shall inform Principal of the status of the Project, including but not limited to any activities or decisions that the Agent has made or expects to make with regard to the EPC Contract. Further, as provided in Section 4.2(a) of the Bridge Agreement, Agent and Principal shall hold periodic meetings with (1) the Executive Steering Committee at the request of either member of the Executive Steering Committee and (2) other Project employees and contractors as either Party deems appropriate or at the request of either member of the Executive Steering Committee.

(b) Agent will make available to Principal all documentation related to the Project, which can be done by providing original documents, providing copies of documents or allowing



Principal's representatives to review the relevant files and business records as kept in the ordinary course of business at the Agent's offices or with another representative of the Agent. Agent shall also make its personnel available to Principal for consultation.

(c) Principal shall provide Agent access to information in its possession reasonably necessary for Agent to perform its obligations under this Agreement; *provided, however*, that Principal may restrict access to information to the extent that it is subject to third party confidentiality restrictions and Principal has been unsuccessful in having such restrictions waived.

7. Indemnity.

(a) Agent agrees to indemnify, defend and hold harmless the Principal, its affiliates and any of their members, officers, directors and employees, agents and representatives against and in respect of all claims, liabilities, obligations, judgments, liens, injunctions, charges, orders, decrees, rulings, damages, dues, assessments, taxes, losses, fines, penalties, damages, expenses, fees, costs and amounts paid in settlement (including reasonable attorneys' fees, expert witness fees and disbursements in connection with investigating, defending or settling any action or threatened action), arising out of any claim, complaint, demand, cause of action, action, suit or other proceeding asserted or initiated or otherwise existing in respect of any matter (collectively, the "Losses") arising out of Agent's activities undertaken on behalf of Principal under this Agreement; *provided* that Principal shall be liable, and shall not be indemnified by Agent, for any Losses directly resulting from the untruth, inaccuracy or incompleteness of any representation or warranty made expressly by Principal in this Agreement, and Principal shall indemnify Agent, its affiliates and any of their officers, directors and employees, agents and representatives, for Losses that result from any such breach by Principal.

(b) Principal agrees to indemnify, defend and hold harmless the Agent, its affiliates and any of their members, officers, directors and employees, agents and representatives against and in respect of all claims, liabilities, obligations, judgments, liens, injunctions, charges, orders, decrees, rulings, damages, dues, assessments, taxes, losses, fines, penalties, damages, expenses, fees, costs and amounts paid in settlement (including reasonable attorneys' fees, expert witness fees and disbursements in connection with investigating, defending or settling any action or threatened action), arising out of any claim, complaint, demand, cause of action, action, suit or other proceeding asserted or initiated or otherwise existing in respect of any matter (collectively, the "Losses") arising out of Principal's activities under this Agreement; *provided* that Agent shall be liable, and shall not be indemnified by Principal, for any Losses directly resulting from the untruth, inaccuracy or incompleteness of any representation or warranty made expressly by Agent in this Agreement, and Agent shall indemnify Principal, its affiliates and any of their officers, directors and employees, agents and representatives, for Losses that result from any such breach by Agent.

8. Specific Performance. Each of the Parties acknowledges and agrees that the other Party would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each of the Parties agrees that the other Party shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement

and the terms and provisions hereof in any action instituted in any court of the United States or any state thereof having jurisdiction over the Parties and the matter in addition to any other remedy to which it may be entitled, at law or in equity.

9. Waivers. No waiver by either Principal or Agent of the performance of any obligation under this Agreement, or with respect to any default or any other matter arising in connection with this Agreement, shall be deemed a waiver with respect to any subsequent performance, default or matter, whether of a like or different character.

10. Notices. Any notice, demand or request relative to this Agreement to be given to any of the Principal, or the Agent shall be in writing, and shall be delivered by U. S. mail, facsimile or hand delivery to the authorized representative of the Principal or Agent at the address specified below, or a successor designated in any notice given pursuant to this paragraph.

If to the Agent:

South Carolina Electric & Gas Company  
Attention: President  
Mail Code 190  
Columbia, SC 29218  
Facsimile: (803) 217-9336

If to the Principal:

South Carolina Public Service Authority  
Attention: President and Chief Executive Officer  
One Riverwood Drive  
Moncks Corner, SC 29461  
Facsimile: (843) 761-7037

11. Miscellaneous.

(a) Entire Agreement. This Agreement embodies the entire understanding and agreement among the Parties pertaining to the subject matter hereof and supersedes any and all prior negotiations, understandings or agreements with respect thereto.

(b) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same document.

(c) Assignment. No party to this Agreement shall assign any of its rights or obligations under this Agreement without first receiving the written consent of all other parties, which consent shall not be unreasonably withheld.

(d) No Third Party Beneficiaries. This Agreement is binding upon and intended solely for the benefit of the parties hereto and their respective successors and permitted assigns and, unless expressly stated herein, is not intended to and shall not confer any rights or benefits to any third party (other than successors and permitted assigns) not a signatory hereto.

(e) Amendment. Neither this Agreement nor any terms hereof may be changed, waived, discharged or terminated except by an instrument in writing signed by each of the parties hereto.

(f) Headings. The headings in this Agreement are for convenience of reference only and shall not be defined or limit the terms hereof.

(g) Governing Law. This Agreement and all questions with respect to the rights and obligations of the Parties and the construction, enforcement and interpretation hereof shall be governed by the laws of the State of South Carolina, without reference to the choice of law principles that require application of the laws of a different jurisdiction.

(h) Jurisdiction. Any dispute arising from this Agreement shall be subject to the jurisdiction of the courts in South Carolina.

(i) Severability. Any provision of this Agreement this prohibited or unenforceable in any jurisdiction, as to that jurisdiction, shall be ineffective to the extent of that prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of that provision in any other jurisdiction.

(j) Good Faith Covenant. The Parties agree that their actions and dealings with each other shall be subject to an express covenant of good faith and fair dealing and that each Party shall act in a commercially reasonable manner in fulfilling its obligations under this Agreement.

(k) Confidentiality. The Parties acknowledge and agree that this Agreement is subject to the Confidentiality Agreement between the Parties dated as of June 8, 2006.

IN WITNESS WHEREOF, the Parties hereto, each acting through its respective duly authorized representative, have executed this Agreement, made as of the date first above written.

SOUTH CAROLINA PUBLIC SERVICE AUTHORITY

\_\_\_\_\_  
By:  
Title:

SOUTH CAROLINA ELECTRIC & GAS COMPANY

\_\_\_\_\_  
By:  
Title:



**EXHIBIT W**  
**Extended Equipment Warranty Special Terms**

Each Extended Equipment Warranty Period will have a term no greater than ten (10) years after the date on which the Standard Equipment Warranty Period expires. All other terms of any such Extended Equipment Warranty will be stated in this Exhibit. Contractor shall provide information as to the duration of such warranties, the price for such extended warranties and any special terms applicable to such extended warranties (each, an "Extended Equipment Warranty") once identified by the Subcontractor for the Equipment. Owner shall have the right to exercise its option for any such Extended Equipment Warranty within the time period specified for the exercise of the option by the Equipment vendor.

The Equipment that warrants an option for an Extended Warranty from the Subcontractors is identified below:

1. Steam generators
2. Reactor vessel heads
3. Reactor cooling pumps
4. Pressurizers
5. Main turbines
6. Main turbine generators
7. Main step-up transformers

